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HOAG** LLP  
ATTORNEYS AT LAW



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July 22, 2005

**By Hand**

U.S. Environmental Protection Agency  
Martha Bosworth, Enforcement Coordinator  
Office of Site Remediation and Restoration (HBS)  
One Congress Street, Suite 1100  
Boston, MA 02114  
ATTN: Wells G & H Case Team

Re: W. R. Grace & Co.-Conn. Responses to Requests for Information  
regarding Whitney Barrel Company, Woburn, Massachusetts

Dear Sir or Madam:

Enclosed please find the following documents, submitted in response to U.S.  
EPA's June 21, 2005 requests for information:

1. Response of W. R. Grace & Co.-Conn., as it Relates to Amicon  
Corporation, to U.S. EPA's Request for Information Regarding Whitney Barrel  
Company, Woburn, Massachusetts;
2. Response of W. R. Grace & Co.-Conn., as it Relates to Hampshire  
Chemical Corporation, to U.S. EPA's Request for Information Regarding Whitney  
Barrel Company, Woburn, Massachusetts

Please feel free to contact me or Seth Jaffe with any questions. Seth can be  
reached at (617) 832-1203.

Sincerely,

Elisabeth DeLisle

EMD  
Enclosures

cc: Seth Jaffe

0069-0107

B3073071.1

RESPONSE OF W. R. GRACE & CO.-CONN., AS IT RELATES TO HAMPSHIRE  
CHEMICAL CORPORATION, TO U.S. EPA'S REQUEST FOR INFORMATION  
REGARDING WHITNEY BARREL COMPANY, WOBURN, MASSACHUSETTS

W. R. Grace & Co.-Conn. ("Grace") has received a request for information (the "Request") dated June 21, 2005 from the United States Environmental Protection Agency ("EPA" or the "Agency"). The Request states that EPA has information associating Grace, "as it relates to Hampshire Chemical Corporation", with the Whitney Barrel Company, and accordingly, seeks information regarding Grace's relationship with Whitney Barrel. The Request was received by Grace on June 24, 2005.

On April 27, 2004, Grace submitted a response to an identical request for information in relation to Whitney Barrel at the Wells G&H Superfund Site (the "2004 Response"). The 2004 Response provided information for all facilities Grace had identified which were operated by Grace or any of its subsidiaries during the time frame relevant to the request.

Overall, the 2004 Response contained information regarding twenty-nine facilities that were operated by Grace or its subsidiaries during portions of the relevant time period. One of those facilities, the Nashua Facility, was acquired by Grace when it acquired the assets and business of Hampshire Chemical Corporation in 1965. More specifically, the 2004 Response provided EPA with all responsive information Grace identified in preparing the 2004 Response which related to the Nashua Facility, including information regarding the operations, wastes and waste streams, disposal, treatment, storage and recycling of wastes, and environmental reporting. Grace did not identify any other facilities that it owned or operated that related to the Hampshire Chemical Corporation.

Grace's acquisition of the Hampshire Chemical Corporation occurred approximately 40 years ago, so the information available now was limited. However, Grace did not limit its search to information dated subsequent to its acquisition of Hampshire Chemical Corporation. Rather, the 2004 Response provided EPA with all information concerning operation of Nashua Facility during the relevant time period.

Grace has been unable to locate any additional information responsive to the Request beyond that contained in the 2004 Response. Grace therefore refers EPA to the 2004 Response for information responsive to the Request.

It is Grace's intent to cooperate with the EPA on this matter, and if the Agency has further questions or requests for clarification, Grace asks that EPA contact it to discuss how EPA's information needs can be adequately addressed without requiring irrelevant and unduly burdensome investigation by Grace.

U.S. Environmental Protection Agency  
Response of Grace as it relates to Hampshire Chemical Corporation  
**Error! Reference source not found.**  
Page 2

I declare under penalty of perjury that I am authorized to respond on behalf of W. R. Grace & Co.-Conn. and that, based on the investigation conducted by Grace personnel and relying on information provided to me by such personnel, the foregoing is a complete, true, and correct response to the best of my knowledge.

Dated: July 21, 2005



William M. Corcoran  
Vice President,  
Public and Regulatory Affairs

RESPONSE OF W. R. GRACE & CO.-CONN., AS IT RELATES TO AMICON CORPORATION, TO U.S. EPA'S REQUEST FOR INFORMATION REGARDING WHITNEY BARREL COMPANY, WOBURN, MASSACHUSETTS

July 22, 2005

INTRODUCTION

W. R. Grace & Co.-Conn. ("Grace") has received a request for information dated June 21, 2005 (the "Request"), from the United States Environmental Protection Agency ("EPA" or the "Agency"). The Request states that EPA has information associating Grace, "as it relates to Amicon Corporation" ("Amicon"), with the former Whitney Barrel Company ("Whitney Barrel") and accordingly, seeks information regarding Grace's relationship with Whitney Barrel. Grace submits this response to the Request for information.

On April 27, 2004, Grace submitted to EPA a response to an identical request for information in relation to Whitney Barrel at the Wells G&H Superfund Site in Woburn, Massachusetts (the "2004 Response"). The 2004 Response provided information for all facilities Grace had identified which were operated by Grace or any of its subsidiaries during the time frame relevant to the request. Since Grace purchased the stock of Amicon in 1983, during the relevant period, the 2004 Response included responsive information identified by Grace in preparing the 2004 Response concerning any facilities operated by Amicon.

Overall, the 2004 Response contained information regarding twenty-nine facilities that were operated by Grace or its subsidiaries during portions of the relevant time period. Four of those facilities were acquired by Grace when it purchased the stock of Amicon in 1983 and/or were operated as part of the Amicon business unit. These four facilities are: the Billerica Facility; the Danvers Facility; the Lexington Hartwell Avenue Facility; and, the Woburn Holton Street Facility (collectively, the "Amicon Facilities").

More specifically, the 2004 Response provided EPA with the responsive information Grace identified in preparing the 2004 Response which related to the Amicon Facilities, including information regarding the operations, wastes and waste streams, disposal, treatment, storage and recycling of wastes, and environmental reporting. Most of the relevant period was prior to Grace's purchase of Amicon, so the available information was limited, but Grace did provide information concerning operation of the Amicon Facilities prior to Grace's purchase of Amicon, where available. Such information provided no indication that the Amicon Facilities transacted business with Whitney Barrel.

In preparing its response to this Request, Grace renewed its efforts to locate responsive information concerning Amicon. With respect to the substantive items of the request concerning facility operations and waste generation and handling, Items 3-9 of the Request, Grace has been able to locate only minimal additional information. Grace therefore refers to those portions of its responses to Items 3 through 9 which relate to the Amicon Facilities, as set forth in the 2004 Response, for Grace's response as it relates to Amicon. Where additional information has been located, Grace is providing EPA with such additional information in this response.

In addition, because the current Request seeks information specifically related to Amicon, this response includes information concerning the legal status and history of Amicon as a legal entity.

#### REQUEST FOR ANY ALLEGED NEXUS DOCUMENTS

Grace renews its request, first made in the 2004 Response, that EPA identify the alleged link between Amicon and the Whitney Barrel Company which resulted in the Agency's issuance of the Request. To date, EPA has not released any documents reflecting the basis for its request, notwithstanding that, since at least 1993, it has been EPA policy voluntarily to release such documents, even if they might be subject to an exemption under FOIA. Grace requests that EPA promptly provide Grace with any information it may have that would tend to indicate that Amicon arranged for the disposal of any hazardous substances with Whitney Barrel.

#### OBJECTIONS; MISCELLANEOUS

Given normal document retention procedures, the inherent limitations of the human memory in recollecting events that happened from twenty to fifty years ago, the lengthy time frame covered by the Request, and the fact that Grace did not acquire Amicon until 1983, Grace cannot provide definitive answers to all of the EPA's many detailed questions. In view of these limitations, Grace objects to any question to the extent that it requires Grace to speculate or seek information not in its possession, custody or control. Grace objects in general to the Request on the ground that many of the specific requests are irrelevant, overbroad, vague and impose an undue burden on the respondent. Specific objections are set forth more fully below. Notwithstanding, and without waiving said objections, Grace has endeavored to respond to the request to the extent of the information available to it, except where noted.

In providing the information in this response, Grace is making no admission of liability with respect to the Site under any statute or common law. Grace reserves the right to correct any misimpressions or erroneous assumptions by EPA in the Agency's consideration of Grace's response.

It is Grace's intent to cooperate with EPA on this matter and if the Agency has further questions or requests for clarification, Grace asks that EPA contact it to discuss how EPA's information needs can be adequately addressed without requiring irrelevant and unduly burdensome investigation by Grace.

The answers set forth herein, subject to inadvertent or undiscovered errors or omissions, are based on and therefore necessarily limited by the records and information currently in the possession of Grace or recollected by current employees of Grace. Grace reserves the right to supplement or revise any response herein to reflect any additional relevant information obtained.

## **QUESTIONS**

Except as provided below with respect to Item 3, Grace incorporates its responses to Items 1 and 3 through 9 of the 2004 Response as they relate to the Amicon Facilities.

### **2. Respondent's Legal Status**

***NOTE: All questions in this section refer to the present time unless otherwise indicated.***

Grace objects to this set of questions on the ground that it is ambiguous. EPA's Request for Information is addressed to W. R. Grace Co.-Conn. ("Grace"). In accordance with the definitions provided in "Enclosure C - Definitions," Grace understands the "Respondent" for purposes of the Request to be Grace. Grace has previously provided EPA with responses to Item 2 in the 2004 Response.

However, because Grace understands that EPA is seeking information in Grace's possession concerning Amicon, and in an effort to cooperate with EPA, Grace is voluntarily providing EPA with information regarding the legal status and corporate history of Amicon. In order to do so, Grace is providing the following responses to Item 2 as if the "Respondent" were Amicon Corporation.

- a. *If the Respondent has ever done business under any other name;*
  - i. *list each such name; and*
  - ii. *list the dates during which such name was used by Respondent.*

Not applicable. Grace has not found any information indicating that Amicon ever did business under any other name, except to the extent that it may have been referred to as a Grace entity after 1983.

- b. *If Respondent is a corporation, provide:*
  - i. *the date of incorporation;*
  - ii. *state of incorporation; and*
  - iii. *agent for service of process.*

On information and belief, Amicon Corporation, a Massachusetts corporation, was incorporated on March 29, 1962. On information and belief, Amicon Corporation no longer exists.

- c. *If Respondent was a business entity other than a corporation, provide:*
  - i. *the type of organization (sole proprietorship, partnership, trust, etc.)*  
*the date the business began; and*
  - ii. *owner, managing partner, or other equivalent person in charge.*

Not applicable.

- d. *If Respondent is, or was at any time during the period being investigated, a subsidiary of, otherwise owned or controlled by, or otherwise affiliated with another corporation or entity, then describe the nature of each such corporate relationship, including but not limited to:*
- i. *a general statement of the nature of the relationship;*
  - ii. *the dates such relationship existed;*
  - iii. *the percentage of ownership of Respondent that is held by such other entity; and*
  - iv. *for each such affiliated entity provide the names and complete addresses of its parent, subsidiary, and otherwise affiliated entities.*

Grace refers to its Response to Item 2.f., below.

- e. *Identify all of Respondent's predecessors-in-interest and provide a description of the relationship between Respondent and each of those predecessors-in-interest.*

Not applicable.

- f. *If Respondent no longer exists as the same legal entity it was during the period being investigated because of transactions involving asset purchases or mergers, provide:*
- i. *the titles and dates of the transactions and copies of documents that embody the terms of such transactions (i.e., purchase agreements, merger and dissolution agreements, etc.);*
  - ii. *the identities of the seller, buyer, and any other parties to such transactions;*
  - iii. *a brief statement describing the nature of the asset purchases or mergers; and*
  - iv. *a brief statement describing and copy(s) of documents embodying any/all indemnification agreements.*

On February 4, 1983, the Grace Amicon Merger Corporation, a Massachusetts corporation incorporated on February 2, 1983, and a subsidiary of Grace, was merged into Amicon Corporation. Amicon Corporation was the surviving corporation in the 1983 merger. As a result of the 1983 merger, Amicon Corporation became a subsidiary of Grace (whose name was then W. R. Grace & Co.). Documents related to the 1983 merger are attached hereto as Exhibit A.

Effective September 30, 1985, Amicon Corporation was merged into Grace (whose name was then W. R. Grace & Co.). The surviving corporation in the 1985 merger was Grace. In 1988, W. R. Grace & Co. was renamed W. R. Grace

& Co.-Conn. Amicon Corporation ceased to exist at the time of the 1985 merger. Documents related to the 1985 merger are attached hereto as Exhibit B.

Prior to the 1985 merger, Amicon Corporation made several separate product lines, including filtration products, medical devices and sealants and adhesives. On information and belief, certain assets and/or liabilities related to those product lines were later transferred by Grace to Amicon, Inc., a Delaware corporation and a subsidiary of Grace incorporated in 1992, and sold to Millipore Corporation in 1996; and certain other such assets and/or liabilities were sold to National Starch and Chemical Company in 1996.

- g. *If Respondent has filed for bankruptcy, provide:*
- i. *the U.S. Bankruptcy Court in which the petition was filed*
  - ii. *the docket numbers of such petition;*
  - iii. *the date the bankruptcy petition was filed;*
  - iv. *whether the petition is under Chapter 7 (liquidation), Chapter 11 (reorganization), or other provision; and*
  - v. *a brief description of the current status of the petition.*

Not applicable to Amicon (information on Grace's reorganization under Chapter 11 is provided in the 2004 Response).

### 3. **Respondent's Operations**

**NOTE: All questions in this section refer to the period being investigated (1950- 1985) unless otherwise indicated.**

**ALSO NOTE: All questions in this Section refer to facilities owned or operated by the Respondent within Massachusetts, Rhode Island, New Hampshire or Maine and to any other facility owned or operated by Respondent which had any business or other contractual relationship with Whitney Barrel Company. Please note that it is not necessary to identify or provide information about any facilities that are engaged solely in clerical/office work.**

- a. *Provide the complete addresses of Respondent's plants and other buildings or structures where Respondent carried out its operations.*

In addition to Amicon Facilities identified in the 2004 Response, Grace has identified the following as facilities at which Amicon Corporation may have carried out its operations during the relevant time period:

- 30. 14 DeAngelo Drive  
Bedford, MA
- 31. 17 Everberg Road  
Woburn, MA

- b. *Provide a brief description of the nature of Respondent's operations, at each location including:*



- i. *the date such operations commenced and concluded;*
- ii. *the types of work performed at each location, including but not limited to the industrial, chemical, or institutional processes undertaken at each location; and*
- iii. *the type of products manufactured, recycled, recovered, treated or otherwise processed in these operations.*

16. Lexington Hartwell Avenue Facility

Grace refers to the documents attached hereto as Exhibit C. Such documents appear to have been inadvertently excluded from the 2004 Response. These documents do not contain any relevant information not previously provided to EPA and are merely cumulative. Nonetheless, in order to be absolutely comprehensive in its response, Grace is providing them to EPA.

30. Bedford Facility (14 DeAngelo Drive)

Grace refers to the documents attached hereto as Exhibit D. Such documents appear to indicate that Amicon Corporation may have operated at a facility located at this address in approximately 1975. It appears that such facility was no longer operated by Amicon Corporation as of 1980, prior to the time when Grace acquired Amicon. Grace has been unable to locate any additional information regarding this facility.

31. Woburn Facility (17 Everberg Road)

Grace refers to the documents attached hereto as Exhibit E. Such documents indicate that Amicon Corporation leased an approximately 4,200 sq. ft. space at this address from 1979 until approximately 1987. The space was used as a corporate warehouse and to store records and idle production equipment. Grace has been unable to locate any additional information regarding this facility.

**WELLS G&H**

**ENCLOSURE H - DECLARATION**

I declare under penalty of perjury that I am authorize d to respond on behalf of W. R. Grace & Co.-Conn. and that, based on the investigation conducted by Grace personnel and relying on information provided to me by such personnel, the foregoing is a complete, true, and correct response to the best of my knowledge.

Executed on July 21, 2015

A handwritten signature in dark ink, appearing to read 'William M. Corcoran', written over a horizontal line.

William M. Corcoran  
Vice President,  
Public and Regulatory Affairs

A

MEMORANDUM OF COMPLETION

MERGER OF  
GRACE AMICON MERGER CORPORATION  
INTO  
AMICON CORPORATION

TIME AND PLACE OF COMPLETION

The Completion ("Completion"), pursuant to the Agreement and Plan of Merger dated as of February 4, 1983 among W. R. Grace & Co., a Connecticut corporation, Grace Amicon Merger Corporation, a Massachusetts corporation ("GS"), and Amicon Corporation, a Massachusetts corporation ("Amicon"), of the merger of GS into Amicon, was held at 11:00 a.m. local time on March 10, 1983 at the offices of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Boston, Massachusetts. The Completion was finalized at 3:30 p.m. on the same date.

All documents listed herein as being delivered at the Completion and all actions listed herein as taking place at the Completion were delivered and took place simultaneously at the finalization of the Completion.

Unless otherwise specifically stated, all documents delivered in connection with the Completion were dated the date on which the Completion occurred.

## DEFINITIONS

As used in this Memorandum, the following terms have the meanings set forth below:

- |                              |  |
|------------------------------|--|
| 1. Amicon                    | Amicon Corporation, a Massachusetts corporation  |
| 2. Common Stock              | Common Stock, par value \$.33 1/3 per share, of Amicon   |
| 3. Corporations              | Amicon and the Subsidiaries  |
| 4. Effective Time            | Time of filing and approval of the Articles of Merger as described in Item 10.01 of this Memorandum  |
| 5. Exchange Agent            | The First National Bank of Boston, a national banking association                                    |
| 6. Grace                     | W. R. Grace & Co., a Connecticut corporation   |
| 7. GS                        | Grace Amicon Merger Corporation, a Massachusetts corporation and wholly owned subsidiary of Grace    |
| 8. Merger                    | Merger of GS into Amicon pursuant to the Plan  |
| 9. Plan                      | Agreement and Plan of Merger among Grace, GS and Amicon dated as of February 4, 1983                 |
| 10. Pledge Agent             | Marine Midland Bank, N.A., a national banking association  |
| 11. Pledge Agreement         | Pledge and Security Agreement among the Pledge Agent, Grace, GS and Amicon dated as of March 4, 1983 |
| 12. Record Date Shareholders | Holders of the Common Stock as of January 25, 1983   |
| 13. SEC                      | Securities and Exchange Commission   |

14. Shareholders

Holders of the Common Stock  
immediately prior to the  
Effective Time

15. Subsidiaries

Subsidiaries of Amicon, listed  
in the Schedule to Section 2.01  
of the Supplementary Agreement

16. Supplementary Agreement

Supplementary Agreement among  
Grace, GS and Amicon dated  
as of March 4, 1983

PARTIES PRESENT AT THE COMPLETION

The parties present at the Completion and the persons representing such parties were as follows:

Grace and GS:

Jack Rimmer  
Executive Vice President of Grace  
President of GS

George N. McNair  
Assistant Secretary of Grace

Richard D. Weiss  
Assistant Secretary and  
Assistant Clerk of GS

Counsel for Grace and GS:

George N. McNair, Esq.  
Richard D. Weiss, Esq.  
Rhoda Rosenthal, Esq.

Amicon:

Norman A. Jacobs  
President  
James R. Fitzgerald, Jr.  
Vice President, Treasurer  
and Assistant Clerk  
Peter N. Rigopoulos  
Vice President  
Justin C. Bolger  
Vice President  
Jeffrey M. Wiesen  
Clerk

Counsel for Amicon

Mintz, Levin, Cohn, Ferris,  
Glovsky and Popeo, P.C.  
Jeffrey M. Wiesen, Esq.  
Gail S. Mann, Esq.

Exchange Agent:

Robert N. Woodbury,  
Assistant Vice President

ACTIONS TAKEN PRIOR TO COMPLETION

Index No.

Corporate Action by Grace, GS and Amicon

1.01 At a meeting held on January 27, 1983, the Board of Directors of Amicon approved the Merger and certain actions to be taken by Amicon in connection therewith.

1.02. At a meeting held on February 3, 1983, the Board of Directors of Grace approved the Merger and certain actions to be taken by Grace in connection therewith.

1.03 At a meeting held on February 3, 1983, the Board of Directors of GS approved the Merger and certain actions to be taken by GS in connection therewith, and recommended that the sole stockholder of GS approve the Merger.

1.04 By written consent dated March 10, 1983 Grace, as sole stockholder of GS, approved the Merger and certain actions to be taken by GS in connection therewith.

1.05 At a Special Meeting of the Record Date Shareholders held on March 10, 1983, the Record Date Shareholders duly approved the Merger and the agreements providing therefor.

Agreements Executed and Delivered

2.01 As of February 4, 1983, Grace, GS and Amicon executed and delivered the Plan. 1

2.02(a) On February 4, 1983, Grace, GS and Amicon executed an agreement acknowledging the forms of the 2



Supplementary Agreement, the Pledge Agreement and the assumption agreements (referred to in Item 2.06 of this Memorandum) attached thereto as having been "heretofore agreed upon by GS, Grace and the Company [Amicon]".

(b) As of March 4, 1983, Grace, GS and 2  
Amicon executed an agreement acknowledging that, notwithstanding the agreement referred to in Item 2.02(a) of this Memorandum, the forms of the Supplementary Agreement, the Pledge Agreement and the assumption agreements attached to such March 4, 1983 agreement were instead deemed to be the forms "heretofore agreed upon by GS, Grace and the Company [Amicon]".

2.03 As of March 4, 1983, Amicon, GS and Grace 3  
executed and delivered the Supplementary Agreement.

2.04 As of March 4, 1983, Amicon, GS, Grace and 4  
the Pledge Agent executed and delivered the Pledge Agreement.

2.05 On March 10, 1983, Amicon and the Exchange 5  
Agent executed a letter agreement setting forth the duties of the Exchange Agent in effecting payment to the Shareholders upon surrender of their certificates for Common Stock pursuant to the Merger.

2.06 Assumption agreements providing for the 6  
assumption by Grace of outstanding options to purchase shares of Common Stock were executed and delivered by Grace,

Amicon, all holders of such outstanding options, respectively, and (where applicable) the Subsidiary by which such holder was employed.

Other Documents Delivered and Actions Taken

3.01 Copies of the charter documents of each Corporation and all amendments thereto (certified by the Secretary of State or other appropriate official of its jurisdiction of incorporation) and of its by-laws (where applicable) as amended to date (certified by its Secretary or equivalent officer) were delivered by Amicon to Grace or GS, pursuant to Section 2.02 of the Supplementary Agreement.

3.02 Financial statements of Amicon were delivered by Amicon to Grace or GS, pursuant to Section 2.06 of the Supplementary Agreement.

3.03 On January 6 and January 11, 1983, respectively, Amicon and Grace filed with the Federal Trade Commission and the Department of Justice the documents required under the Hart-Scott-Rodino Antitrust Improvements Act, and Amicon requested early termination of the waiting period pursuant to such Act.

3.04 On January 11, 1983, Grace filed with the Canadian Foreign Investment Review Agency an application under the Canadian Foreign Investment Review Act with respect

to the proposed acquisition of control of Amicon Canada Limited, a Subsidiary of Amicon.

3.05 On January 21, 1983, Amicon submitted to the SEC copies of Amicon's preliminary proxy materials relating to the Special Meeting of Record Date Shareholders referred to in Item 1.05 of this Memorandum.

3.06(a) On or about February 7, 1983, Amicon mailed to the Record Date Shareholders the proxy materials relating to the Special Meeting of Record Date Shareholders referred to in Item 1.05 of this Memorandum.

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(b) On or about February 10, 1983, Amicon mailed to the Record Date Shareholders a new page 18 to the proxy statement which was included with the proxy materials referred to in Item 3.06(a) of this Memorandum.

3.07 As of March 4, 1983, Amicon delivered to Grace or GS the schedules to the Supplementary Agreement, certified on behalf of Amicon by a Vice President of Amicon.

ACTIONS TAKEN AT THE COMPLETION

A. Articles of Merger

4.01 Articles of Merger were executed and delivered by GS and Amicon.

B. Documents Delivered to GS and Grace by Amicon

5. Good Standing and Corporate Proceedings

5.01(a) Certificate of the State Secretary of Massachusetts as to the incorporation and legal existence of Amicon.

(b) Certificate of the State Secretary of Maine dated March 7, 1983 as to the good standing of Amicon as a foreign corporation.

5.02 Good standing certificates (or foreign equivalent) of the following subsidiaries:

Amicon Canada Limited (Ontario, Canada) (1/18/83)  
Amicon Export Corp. (Delaware) (3/7/83)  
Amicon Far East, Ltd. (Delaware) (3/7/83)  
Amicon GmbH (Federal Republic of Germany) (12/14/82)  
Amicon K. K. (Japan) (1/28/83)  
Amicon Limited (England) (3/1/83)  
Wright Scientific Limited (England) (3/1/83)

5.03 Instrument executed on behalf of Amicon 8  
by the President of Amicon pursuant to Section 8.06 of  
the Plan.

5.04 Resolutions of the Board of Directors of 9  
Amicon with respect to the matters referred to in Item 1.01  
of this Memorandum, certified by the Clerk of Amicon.

5.05 Resolution of the Record Date Shareholders 10  
with respect to the matters referred to in Item 1.05 of this  
Memorandum, certified by the Clerk of Amicon.

5.06 (a) Affidavit of the registrar and transfer agent of Amicon as to the mailing on or about February 7, 1983 to all Record Date Shareholders of the proxy materials relating to the Special Meeting of Record Date Shareholders referred to in Item 1.05 of this Memorandum; and (b) certificate of the inspector of elections setting forth the number of votes cast for and against the approval of the Merger at said Special Meeting.

6. Opinions and Other Documents

6.01 (a) Opinion of Mintz, Levin, Cohn, Ferris, 11  
Glovsky and Popeo, P.C., as counsel for the Corporations,  
pursuant to Section 8.07 of the Plan, and (b) copies of  
opinions of respective foreign counsel in connection with  
the respective foreign Subsidiaries, addressed to Mintz,  
Levin, Cohn, Ferris, Glovsky and Popeo, P.C.

6.02 Certificates of estoppel and consents of 12  
third parties and governmental authorities in connection  
with the Merger, all as set forth on Exhibit A attached  
to this Memorandum.

6.03 Letter stating that all holders of out- 13  
standing options to purchase shares of Common Stock who did  
not receive such options as employees of Amicon have exercised  
such options, or that such options have been cancelled.

	<u>Index No.</u>
6.04 Certificate of the President of Amicon certifying that no Amicon stock options held by two terminated employees (Messrs. Gurski and Nicastro) will be exercisable.	14
6.05 Certificates representing shares of stock of certain of the Subsidiaries.	15
C. <u>Documents Delivered to Amicon by GS and Grace</u>	
7. <u>Good Standing and Corporate Proceedings</u>	
7.01 Certificate of the Secretary of State of Connecticut dated February 28, 1983 as to the due incorporation and good standing of Grace.	
7.02 Certificate of the State Secretary of Massachusetts dated March 1, 1983 as to the incorporation and legal existence of GS.	
7.03 Resolutions of the Board of Directors of Grace with respect to the matters referred to in Item 1.02 of this Memorandum, certified by an Assistant Secretary of Grace.	16
7.04 (a) Resolutions of the Board of Directors of GS with respect to the matters referred to in Item 1.03 of this Memorandum, and (b) copy of written consent of Grace	17

as the sole stockholder of GS referred to in Item 1.04 of this Memorandum, certified by the Assistant Clerk of GS.

7.05 Instruments executed on behalf of GS and 18  
Grace, respectively, by the President of GS and a Vice  
President of Grace pursuant to Section 9.05 of the Plan.

8. Opinions and Other Documents

8.01 Opinion of the General Counsel of Grace 19  
and GS, pursuant to Section 9.06 of the Plan.

8.02 Copy of opinion of Foley, Hoag & Eliot, 20  
as special counsel for Grace and GS, addressed to Grace.

8.03 Receipt acknowledging delivery of stock 21  
certificates of certain of the Subsidiaries referred to in  
Item 6.05 of this Memorandum.

D. Other Documents Delivered and Actions Taken

9.01 Certificate of the registrar and transfer 22  
agent of Amicon certifying the number of shares of Common  
Stock outstanding as of March 10, 1983.

9.02 Grace transferred to the Exchange Agent  
the funds required by Section 4.03(b)(ii) of the Plan to  
be so transferred.

9.03 Grace transferred \$2,000,000 to the  
Pledge Agent to be held in the Pledge Fund pursuant to  
the Pledge Agreement.

9.04 The officers and directors of the Corporations delivered to Grace and GS undated resignations as such officers and directors.

9.05 Employment Agreements were executed and delivered by Grace and GS and, respectively, Norman A. Jacobs, Peter N. Rigopulos and Justin C. Bolger. 23

9.06 Non-Competition Agreements in favor of Grace and GS were executed and delivered by, respectively, Norman A. Jacobs, Peter N. Rigopulos and Justin C. Bolger. 24

E. Filing of Articles of Merger

10.01 At 2:07 p.m. on March 10, 1983, the Articles of Merger provided for in the Plan were filed with and approved by the State Secretary of Massachusetts. Upon such filing and approval, the Merger became effective. 25

ACTIONS TAKEN AFTER THE MERGER

11.01 Grace surrendered for cancellation a stock certificate representing 1,000 shares of common stock (par value \$1.00 per share) of GS which, pursuant to Section 2.01(g)(ii) of the Plan, were converted into 1,000 shares of common stock (par value \$1.00 per share) of Amicon, and Amicon issued to Grace upon the conversion thereof a stock certificate representing such shares of Amicon common stock.



11.02 Immediately after the Effective Time, 26  
Amicon notified Amicon's transfer agent of the completion  
of the Merger and requested that such transfer agent close  
the Amicon stock transfer books.

11.03 Immediately after the Effective Time, 27  
Grace and Amicon delivered to the Exchange Agent, pursuant  
to the agreement between the Exchange Agent and Amicon  
referred to in Item 2.05 of this Memorandum, a letter  
confirming the amount per share to be paid to the Shareholders  
against surrender of certificates for Common Stock.

11.04 Pursuant to the Plan and to the agreement 28  
between the Exchange Agent and Amicon referred to in  
Item 2.05 of this Memorandum, Shareholders surrendered to  
the Exchange Agent certificates for Common Stock (accompanied  
by letters of transmittal) in exchange for payment therefor.  
In the case of certain Shareholders, such certificates were  
also accompanied by supplemental letters of instructions  
authorizing payment to Amicon, in satisfaction of such  
Shareholders' respective outstanding indebtednesses to Amicon,  
of a portion of the respective amounts due to such Shareholders.

11.05 On March 10, 1983, Grace issued a press 29  
release announcing the consummation of the Merger.

11.06 Notice of the Merger was given to the Federal Cartel Office of the Federal Republic of Germany in connection with Amicon GmbH (a Subsidiary), and to the French Treasury Department in connection with Amicon S.A.R.L. (a Subsidiary).

11.07 The resignations of the officers and directors of Amicon were accepted; additional officers and directors of Amicon were elected; and letters were sent to the banks listed in the Schedule to Section 2.31 of the Supplementary Agreement notifying them of the completion of the Merger and providing instructions as to authorized signatories for Amicon bank accounts.

11.08 Grace arranged with certain lenders to Amicon to amend or repay certain loan obligations of Amicon.

11.09 By letter dated March 14, 1983, Grace confirmed to the National Association of Securities Dealers, Inc. that Grace became the sole stockholder of Amicon on March 10, 1983. 30

11.10 On March 11, 1983, Amicon filed with the SEC a Certification pursuant to Rule 12g-4 under the Securities Exchange Act of 1934, certifying that the holders of record of the Common Stock numbered fewer than 300.

Exhibit A to Item 6.02 of Memorandum of Completion

1. On January 28, 1983, the Federal Trade Commission notified Grace and Amicon by telephone that Amicon's request for early termination of the waiting period referred to in Item 2.03 of this Memorandum had been granted. Such notification was confirmed in writing to Grace and to Amicon on February 1, 1983.
2. By letter dated February 17, 1983 and Order of His Excellency the Governor in Council, number P.C. 1983-285 dated February 3, 1983, the Canadian Foreign Investment Review Agency notified Grace that the acquisition by Grace of control of Amicon Canada Limited had been allowed (See Item 3.04 of this Memorandum.)
3. On January 31, 1983, Brown Bros. Harriman & Co. consented to the Merger pursuant to Section 9.8 of the Loan Agreement with Amicon dated July 9, 1981 as of July 1, 1981.
4. On January 28, 1983, The First National Bank of Boston consented to the Merger pursuant to Section 9.8 of the Loan Agreement with Amicon dated July 9, 1981 as of July 1, 1981.
5. By Acknowledgement dated February 3, 1983, The First National Bank of Boston consented to the Merger in connection with the mortgage and note given to such Bank by Amicon dated April 14, 1978.
6. Certificates of estoppel (undated) of landlords of properties located at 61 Houlton Street and 17 Everberg Road, Woburn, Massachusetts.

[CONFORMED COPY]

**AGREEMENT AND PLAN OF MERGER**  
**of**  
**GRACE AMICON MERGER CORPORATION**  
**into**  
**AMICON CORPORATION**

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**AGREEMENT AND PLAN OF MERGER** dated as of February 4, 1983 (the "Plan") made and entered into by and among W. R. GRACE & Co., a Connecticut corporation having its principal executive offices at 1114 Avenue of the Americas, New York, New York 10036, GRACE AMICON MERGER CORPORATION, a Massachusetts corporation having its principal office at 1114 Avenue of the Americas, New York, New York 10036 ("GS"), and AMICON CORPORATION, a Massachusetts corporation having its principal office at 25 Hartwell Avenue, Lexington, Massachusetts 02173 (the "Company").

WHEREAS, the laws of the Commonwealth of Massachusetts permit the merger of GS with and into the Company;

WHEREAS, the respective Boards of Directors of the Company and GS deem it desirable and in the best interests of their respective corporations and stockholders to merge GS with and into the Company, and have approved this Plan for that purpose; and

WHEREAS, this Plan provides that the stockholders of the Company and GS will act on the merger contemplated by this Plan.

NOW THEREFORE, in consideration of the covenants, agreements, representations and warranties contained and referred to in this Plan, and in order to prescribe the terms and conditions of the merger contemplated by this Plan and the mode of carrying such merger into effect, the parties hereto agree as follows:

**1. Definitions**

For purposes of this Agreement and Plan of Merger, the following defined terms shall have the meanings set forth in this Article 1. All Article and Section numbers used herein refer to Articles and Sections of this Agreement and Plan of Merger unless otherwise specifically described:

1.01 "Plan" means this Agreement and Plan of Merger.

1.02 "BCL" means the Business Corporation Law of the Commonwealth of Massachusetts.

1.03 "Effective Time" means the time when Articles of Merger, in the form attached to this Plan as Exhibit A, are filed with the state secretary of the Commonwealth of Massachusetts in accordance with Section 78 of the BCL.

1.04 "GS" means Grace Amicon Merger Corporation, a Massachusetts corporation.

1.05 "Company" means Amicon Corporation, a Massachusetts corporation.

1.06 "Grace" means W. R. Grace & Co., a Connecticut corporation, which is the sole stockholder of GS.

1.07 "Company Common Stock" means common stock, par value \$.33 1/2 per share, of the Company.

1.08 "Supplementary Agreement" means the Supplementary Agreement, in the form heretofore agreed upon by GS, Grace and the Company, among GS, Grace and the Company.

1.09 "Corporations" means the Company and the subsidiaries of the Company listed in the schedule to Section 2.01 of the Supplementary Agreement. "Corporation" means one of the Corporations.

1.10 "Pledge Agent" means Marine Midland Bank, N.A.

1.11 "Pledge Agreement" means the Pledge and Security Agreement, in the form heretofore agreed upon by GS, Grace and the Company, among the Pledge Agent, GS, Grace and the Company.

## **2. Terms and effect of merger**

2.01 The Company and GS are the constituent corporations as contemplated by the BCL. At the Effective Time and pursuant to the BCL:

(a) GS shall be merged with and into the Company and the separate existence of GS shall cease.

(b) The Company (one of the constituent corporations) shall be the surviving corporation, and shall continue for the purposes set forth in Exhibit B attached to this Plan.

(c) The Articles of Organization of the surviving corporation shall be the Restated Articles of Organization, as amended, of the Company in effect at the Effective Time, as further amended by this Plan and by the Articles of Merger attached to this Plan as Exhibit A.

(d) The By-Laws of the surviving corporation shall be the By-Laws of the Company in effect at the Effective Time which shall remain unchanged and unaffected by the merger until amended as provided by law.

(e) The persons identified as Directors in Paragraph 4(b) of the Articles of Merger attached to this Plan as Exhibit A shall be the Directors of the surviving corporation until their respective successors are duly elected and qualified.

(f) The persons identified as officers of the surviving corporation in Paragraph 4(b) of the Articles of Merger attached to this Plan as Exhibit A shall be the officers of the surviving corporation until the Board of Directors of the surviving corporation shall otherwise determine.

(g) The issued and outstanding shares of the stock of each of the constituent corporations shall be converted on the following basis:

(i) Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than treasury shares and shares with respect to which the holders thereof have demanded payment therefor as set forth in clause (iii) of this subsection) shall, by virtue of the merger and without any action on the part of the holder thereof, automatically be converted into the right to receive \$25.00 in cash, less an amount, to be held by the Pledge Agent as provided in Section 7.01, determined by dividing \$2,000,000 by the number of shares of Company Common Stock outstanding immediately prior to the Effective Time (other than treasury shares). No holder of a certificate or certificates representing a share or shares of Company Common Stock issued and outstanding immediately prior to the Effective Time shall have any rights with respect to such share or shares other than the right to receive cash as provided in this clause (i) or to perfect the right to receive appraisal of the value thereof and payment therefor which such holder may have pursuant to the BCL.

(ii) Each share of common stock, par value \$1.00 per share, of GS issued and outstanding immediately prior to the Effective Time shall, by virtue of the merger and without any action on the part of the holder thereof, automatically be converted into and exchanged for one share of common stock, par value \$1.00 per share, of the Company (as the surviving corporation in the merger), fully paid and nonassessable. Following the Effective Time, the authorized capital stock of the Company shall consist of one thousand shares of common stock, par value \$1.00 per share.

(iii) Holders of shares of Company Common Stock who shall, before the taking of the vote of the Company's stockholders on this Plan, have filed with the Company, as permitted by Section 86 of the BCL, written objection thereto stating that they intend to demand payment for their shares if the merger is approved, who shall not have voted in favor of this Plan and who shall have, after the taking of such vote, properly demanded payment for their shares in accordance with Section 89 of the BCL, shall not thereafter be entitled to vote such shares for any purpose or be entitled to the payment of dividends or other distributions on such shares (except dividends or other distributions payable to holders of record of such shares at a date which is prior to the Effective Time, or except as otherwise provided under Section 96 of the BCL). Notwithstanding the provisions of clause (i) of this subsection, any such holder may, with the written approval of the surviving corporation (which approval shall be in the surviving corporation's sole discretion), deliver to the surviving corporation a written withdrawal of his objection to, and acceptance of, the merger contemplated by this Plan as provided in Section 96(3) of the BCL, in which event such holder's shares of Company Common Stock shall be converted into the right to receive cash as provided in said clause (i).

2.02 At the Effective Time, GS shall be merged with and into the Company in accordance with the provisions of this Plan, and the Company shall continue to exist as the surviving corporation, and shall thereupon and thereafter, pursuant to the BCL, possess all of the estate, property, rights, privileges, powers and franchises of the constituent corporations and all of their property, real, personal, and mixed, and all of the debts due on whatsoever account to either of them, as well as all stock subscriptions and other choses in action belonging to either of them, without further act or deed, and all claims, demands, property and other interest of either of the constituent corporations shall be the property of the surviving corporation, and the title to all real estate vested in either of the constituent corporations shall be vested in the surviving corporation, and the surviving corporation shall be deemed to have assumed, and shall be liable for, all liabilities and obligations of each of the constituent corporations in the same manner and to the same extent as if such surviving corporation had itself incurred such liabilities or obligations, all in the manner and to the full extent provided by the BCL.

2.03 The effective date of the merger contemplated by this Plan shall be the date on which the Effective Time occurs.

### **3. Payment for stock certificates**

3.01 Subject to clause (iii) of subsection (g) of Section 2.01, at and after the Effective Time, each holder of record of a certificate or certificates immediately theretofore representing a share or shares of issued and outstanding Company Common Stock shall, upon presentation of such certificate or certificates for surrender to the Company, or an agent appointed by the Company, be entitled to receive in lieu of each such share \$25.00 in cash, less an amount in respect of each such share, to be held by the Pledge Agent as provided in Section 7.01, determined by dividing \$2,000,000 by the number of shares of Company Common Stock outstanding immediately prior to the Effective Time (other than treasury shares). Any payments to Grace or GS from the Pledge Fund referred to in Section 7.01 shall be deemed to be in reduction of the consideration which holders of Company Common Stock are entitled to receive upon conversion of their shares of Company Common Stock.

### **4. Submission to stockholders; filing of Articles of Merger; certain covenants; termination**

4.01 As soon as possible after the date of this Plan, the Company shall hold a special meeting of its stockholders for the purpose of the approval of this Plan by the stockholders of the Company in accordance with Section 78 of the BCL.

4.02 Not later than the date of the meeting of stockholders referred to in Section 4.01, GS shall submit this Plan to the stockholder of GS for the purpose of approval of this Plan by the stockholder of GS by written consent as permitted by the BCL.

4.03 Provided that this Plan is approved by the stockholders of the Company at the special meeting described in Section 4.01 and by the stockholder of GS by the written consent described in Section 4.02:

(a) The Company covenants and agrees with GS and Grace that:

(i) subject to the fulfillment of the conditions provided for in Article 9, the Company will use its best efforts to submit to the state secretary of the Commonwealth of Massachusetts Articles of Merger in the form of Exhibit A attached to this Plan and to take all action necessary to make the merger contemplated by this Plan effective, as prescribed by Section 78 of the BCL;

(ii) from and after the date of this Plan, no change will be made in the authorized, issued or outstanding capital stock of any Corporation, no additional shares of capital stock thereof will be issued (except pursuant to the valid exercise of outstanding stock options disclosed in the schedule to Section 2.03 of the Supplementary Agreement), and no subscriptions, options, rights, warrants, calls, commitments or agreements relating to the authorized, issued or outstanding capital stock of any Corporation will be issued, granted, created or entered into by any Corporation; and

(iii) from and after the date of this Plan, no dividend or other distribution will be declared, set aside or paid on or in respect of shares of the capital stock of the Company, nor will the Company directly or indirectly redeem, retire, purchase or otherwise acquire any such shares.

(b) GS and Grace covenant and agree with the Company that:

(i) subject to the fulfillment of the conditions provided for in Article 8, GS and Grace will use their best efforts to submit to the state secretary of the Commonwealth of Massachusetts Articles of Merger in the form of Exhibit A attached to this Plan and to take all action necessary to make the merger contemplated by this Plan effective, as prescribed by Section 78 of the BCL; and

(ii) at the Effective Time, Grace will deliver or cause to be delivered to the Company, or to an agent appointed by the Company as set forth in Section 3.01 of this Plan, an amount of money equal to (A) \$25.00 multiplied by the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than treasury shares), less (B) \$2,000,000 which Grace shall deliver or cause to be delivered to the Pledge Agent to be held pursuant to the Pledge Agreement.

4.04 This Plan may be terminated and the merger contemplated hereby may be abandoned at any time prior to the Effective Time, whether before or after approval by the stockholders of the Company and GS, by mutual consent of the Boards of Directors of the Company and GS.

#### **5. Conditions concerning conduct of the Corporations' business prior to the Effective Time**

All obligations of GS and Grace under this Plan are subject, at the option of GS and Grace, to the fulfillment of the following conditions as to the conduct of Corporations' business pending the Effective Time:

5.01 The business of each Corporation will be conducted only in the ordinary course and consistent with its prior practice.

5.02 No change will be made in the Certificate or Articles of Incorporation or Organization or the By-Laws or other charter documents of any Corporation.

5.03 No dividend or other distribution will be declared, set aside or paid on or in respect of shares of the capital stock of any Corporation, nor will any Corporation directly or indirectly redeem, retire, purchase or otherwise acquire any such shares, except that (a) any Corporation (other than the Company) may declare, set aside or pay, consistent with prior practice, dividends or other distributions

to its immediate parent, and (b) Amicon Ireland Limited may pay dividends to holders of outstanding preference shares of said Corporation in accordance with the terms of such class of shares.

5.04 No Corporation will merge, amalgamate or consolidate with any other corporation or acquire all or substantially all of the business or assets of any other corporation, partnership, firm, association or business organization, entity or enterprise, or acquire ownership or control, directly or indirectly, of any capital stock, bonds or other securities of, or any proprietary interest in, any corporation, partnership, firm, association or business organization, entity or enterprise, or acquire control, directly or indirectly, of the management or policies thereof.

5.05 No change will be made in the accounting methods and practices followed by any Corporation or in the depreciation, amortization or inventory valuation policies or rates (other than changes in rates hereafter specifically disclosed in the schedule to Section 2.08 of the Supplementary Agreement and, thereafter, changes in rates consistent with such disclosure) heretofore used or adopted. No change will be made affecting the banking and lock box or safe deposit box arrangements and powers of attorney of any Corporation, no new bank accounts, lock boxes, or safe deposit boxes will be opened and no new powers of attorney will be granted.

5.06 No Corporation will (a) enter into, create or assume any loan or credit agreement, security agreement, guaranty, indenture, mortgage, pledge, conditional sale or title retention agreement, equipment obligation, lease purchase agreement or other instrument evidencing indebtedness, or any security interest, lien, encumbrance, easement, covenant, restriction, reservation, encroachment or other burden upon any of its properties or assets whether now owned or hereafter acquired, (b) assume, guarantee, endorse (other than endorsement in the ordinary course of business of checks, drafts and notes payable to such Corporation) or otherwise become liable with respect to the obligations of any person, corporation, partnership, firm, association, or business organization, entity or enterprise, or (c) make any loan or advance to, or assume, guarantee, endorse or otherwise become liable with respect to the capital stock or dividends of, any person, corporation, partnership, firm, association or business organization, entity or enterprise.

5.07 No Corporation will enter into or assume any contract, agreement or commitment, except for normal and ordinary contracts, agreements or commitments for the sale of products, the performance of services or the purchase of inventories, equipment, raw materials, supplies, services or utilities which are entered into in the normal course of business, which do not involve payments or receipts by the Corporations materially in excess of payments or receipts involved in similar contracts heretofore entered into in the ordinary course of the Corporations' business, and which are either terminable by the relevant Corporation without penalty or to be fully performed within six months from the date of this Plan.

5.08 No Corporation will (a) sell, lease, abandon or otherwise dispose of any real property, (b) assign, transfer, license or otherwise dispose of (other than with respect to matters presently under negotiation as hereafter specifically disclosed in the schedule to Section 2.21 of the Supplementary Agreement) any patent, trademark, servicemark, trade name, brand name, copyright (or pending application for any patent, trademark, servicemark or copyright), invention, process, know-how, formula, pattern, design, trade secret or interest thereunder or other intangible asset, or (c) sell, lease, abandon or otherwise dispose of, other than in the ordinary course of business, any machinery, equipment or other operating property.

5.09 No Corporation will default under, or become in breach of any term or provision of, or suffer or permit to exist any condition or event which, after notice or lapse of time or both, would constitute a default under, any contract, agreement, lease, license, commitment, instrument or fiduciary or other obligation, which default would adversely affect the operations of any Corporation as presently conducted. The Company will specifically disclose in the schedule to Section 2.26 of the Supplementary Agreement any such default or breach that may hereafter occur and will, thereafter, promptly notify GS or Grace in the event of occurrence of any such default or breach not theretofore disclosed in such schedule.



5.10 No increase will be made in the total compensation (including, but not limited to, normal bonus, profit sharing and other extra compensation) or the rate of total compensation payable or to become payable by any Corporation to any employee whose current total annual compensation or estimated compensation from the Corporations is \$35,000 or more, or to any director or officer; no general increase will be made in the total compensation or rate of total compensation payable or to become payable by any Corporation to any other salaried employees or to hourly employees; no employee will be hired by any Corporation at a total annual compensation payable by the Corporations of \$35,000 or more; no extraordinary or special extra compensation or bonus will be paid by any Corporation; no employee benefit arrangements of any kind will be adopted or entered into, or be amended, modified or changed in any respect; and no Corporation will enter into any transaction with any stockholder, officer, director or employee except payment of directors' fees and compensation for services rendered as employees and consultants consistent with prior practice. For purposes of this Section "general increase" means any increase generally applicable to a class or group of employees and does not include increases granted to individual employees for merit, change in position or responsibility or other reasons applicable to specific employees and not generally to a class or group thereof.

5.11 The Company will use its best efforts to preserve the business organization of each Corporation intact, to keep available to Grace or the Company the services of the present employees and agents of each Corporation and to preserve for Grace and the Company the good will of customers, suppliers, unions and others having business relations with each Corporation.

5.12 All buildings, offices, shops and other structures and all machinery, equipment, tools, dies, fixtures, vehicles, vessels, aircraft, spare parts and other properties owned, leased or used by any Corporation (whether under its control or the control of others) will be kept and maintained in as good operating condition and repair as at the date of this Plan, ordinary wear and tear excepted.

5.13 Each Corporation will continue to maintain in full force and effect all insurance policies now in effect or renewals thereof or substitutions therefor, will take out such additional insurance as may be reasonably requested by GS or Grace, will not default with respect to any provision contained in any insurance policy, and will give all notices and present all claims under all insurance policies in due and timely fashion.

5.14 Each Corporation will duly and timely file all reports required to be filed with governmental bodies and will duly observe and comply with all laws, rules, regulations, ordinances, codes, orders, licenses and permits relating to any of its properties or applicable to its business.

5.15 Each Corporation will duly and timely file all tax returns required to be filed by it, and will promptly pay, before becoming delinquent, all taxes, deficiencies and assessments and all governmental charges, duties, penalties, interest and fines (collectively, "Other Charges") which shall be due and payable; no Corporation will enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, assessment or Other Charge, provided that the Company may, with the prior written consent of Grace's Director of Taxes (which consent shall not be unreasonably withheld), file for extensions of time in which to file tax returns and that the Company and Amicon B.V. may, with the prior written consent of Grace's Director of Taxes (which consent shall not be unreasonably withheld), extend or waive the applicable statute of limitations in connection with the proposed tax assessment and related examination as to Amicon B.V. currently in progress in The Netherlands, and provided further that any Corporation may contest in appropriate proceedings any tax, assessment or Other Charge which may be contested in good faith and for which adequate provision has been made on the books of such Corporation; and each Corporation will withhold from each payment made to each of its employees the amount of all taxes (including, but not limited to, federal income taxes, Federal Insurance Contribution Act taxes and state and local income, payroll and wage taxes) required to be withheld or collected therefrom and will pay the same, before becoming delinquent, to the proper tax receiving officers.

5.16 Each Corporation will give to GS or Grace, and to GS's or Grace's counsel, accountants, engineers and other representatives, full access during normal business hours throughout the period

prior to the Effective Time to all of its offices, properties, books, contracts, commitments, records and affairs, and each Corporation will promptly furnish to GS or Grace copies (certified, if requested) of all documents and information concerning the properties and affairs of the Corporations as GS or Grace may reasonably request.

5.17 No Corporation will do any act or thing, or suffer any act or thing to be done or to exist, which would result in (a) an inaccuracy in any representation or breach of any warranty of the Company under the Supplementary Agreement if such representation or warranty were deemed to be made again at the time of doing or suffering such act or thing, or (b) any failure by the Company duly to perform or observe any term, provision, covenant, agreement or condition set forth or provided for in this Plan.

5.18 Each Corporation will use its best efforts to obtain all consents, approvals and agreements of other parties or governmental bodies which are necessary to the consummation of the transactions contemplated by this Plan.

5.19 The Corporations will make such arrangements as GS or Grace may request so that the indebtedness of the Corporations specified by GS or Grace can be repaid and the related evidences of indebtedness be cancelled.

5.20 With respect to each leasehold interest in real property held by any of the Corporations as to which there exists a mortgage of the fee which mortgage is superior to the leasehold, the Corporations will use their best efforts to obtain and furnish to GS or Grace a document in recordable form executed by the holder of such mortgage stating that in the event of a foreclosure, either judicial or non-judicial, of such mortgage, the relevant Corporation's possession of such leasehold interest shall not be disturbed or terminated as a result of such foreclosure, provided that such Corporation is not in default under terms of its lease.

5.21 With respect to each leasehold interest in real property held by any of the Corporations, the Corporations will obtain and furnish to GS or Grace a certificate of estoppel of the lessor with respect to each such leasehold interest in form satisfactory to GS or Grace; and in the case of each leasehold interest in real property as to which the consent or agreement of any other party is required in order that the consummation of the transactions contemplated by this Plan shall not cause the rights of the relevant Corporation under such leasehold interest to be impaired nor affect the enforceability of such leasehold interest by such Corporation after the Effective Time, the Corporations will obtain and furnish to GS or Grace the consent of each such other party in form satisfactory to GS or Grace.

5.22 The Corporations will obtain the resignations of such directors and officers of the Corporations, and appoint such persons to fill vacancies on the boards of directors of the Corporations, and appoint such persons as officers of the Corporations, as shall be requested by GS or Grace, such resignations and appointments to be effective as of the Effective Time.

## **6. Conduct of GS and Grace pending the Effective Time**

All obligations of the Company under this Plan are subject, at the option of the Company, to the fulfillment of the following conditions as to the conduct of GS and Grace pending the Effective Time:

6.01 Neither GS nor Grace will do any act or thing, or suffer any act or thing to be done or to exist, which would result in (a) an inaccuracy in any representation or breach of any warranty of GS or Grace under the Supplementary Agreement if such representation or warranty were deemed to be made again at the time of doing or suffering such act or thing, or (b) any failure by GS or Grace duly to perform or observe any term, provision, covenant, agreement or condition set forth or provided for in this Plan.

6.02 Grace and GS will use their best efforts to obtain all consents, approvals and agreements of governmental bodies, and will cooperate with the Company to obtain all consents, approvals and agreements of other parties, which are necessary to the consummation of the transactions contemplated by this Plan.

## **7. Establishment of Pledge Fund and Special Fund**

7.01 At the Effective Time there shall be established two funds, one of which shall be a pledge fund (the "Pledge Fund") and one of which shall be a special fund (the "Special Fund"), which shall be held by the Pledge Agent under the terms of and for the purposes provided in the Pledge Agreement.

(a) There shall be held in the Pledge Fund an amount determined by multiplying \$2,000,000 by a fraction, the numerator of which is the number of shares of Company Common Stock held, immediately prior to the Effective Time, by all persons (other than the Company in respect of treasury shares) who are not, as of the Effective Time, Dissenting Stockholders, and the denominator of which is the number of shares of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than treasury shares).

(b) There shall be held in the Special Fund an amount equal to the difference between \$2,000,000 and the amount determined pursuant to subsection (a) of this Section.

(c) For purposes of this Section 7.01 and Section 8.03, "Dissenting Stockholder" shall mean a holder of Company Common Stock, immediately prior to the Effective Time, who, pursuant to Section 86 of the BCL (i) has filed with the Company, before the taking of the vote by the stockholders of the Company to approve the merger contemplated by the Plan, written objection to such merger, stating that he intends to demand payment for his shares if such merger is consummated, and (ii) has not voted his shares in favor of such merger.

## **8. Conditions precedent to the obligations of GS and Grace**

All obligations of GS and Grace under this Plan are subject, at the option of GS and Grace, to the fulfillment, prior to the earlier of the Effective Time or the time specified in this Article 8, of each of the following conditions (except that the conditions set forth in Section 8.01 may not be waived):

8.01 The stockholders of the Company and of GS shall have duly and validly approved this Plan in accordance with Section 78 of the BCL. No action by the Board of Directors or management of Grace shall be considered to be such approval of this Plan by the stockholder of GS except for the execution of the written consent contemplated by Section 4.02, and nothing in this Plan shall be deemed to obligate Grace to execute such written consent, it being understood and agreed that Grace may decline to execute such written consent for any reason or for no reason. The Board of Directors of Grace shall have duly authorized the execution and delivery by Grace of this Plan, the Supplementary Agreement and the Pledge Agreement and shall have duly approved the execution and delivery by GS of this Plan, the Supplementary Agreement and the Pledge Agreement.

8.02 The Supplementary Agreement shall have been duly and validly executed and delivered to GS and Grace, and the Pledge Agreement shall have been duly and validly executed and delivered to GS, Grace and the Pledge Agent, by the Company.

8.03 The number of shares of Company Common Stock, if any, held by Dissenting Stockholders immediately prior to the Effective Time shall not exceed 10% of the total number of shares of Company Common Stock duly and validly issued and outstanding immediately prior to the Effective Time (not including shares, if any, held in the treasury of the Company).

8.04 Each and every representation and warranty of the Company under the Supplementary Agreement, other than the representations and warranties contained in Sections 2.01, 2.03 and 2.37 and subsection (e) of Section 2.08 of the Supplementary Agreement, shall be true and accurate in all material respects as of the date when made, and shall be true and accurate in all material respects at the Effective Time. The representations and warranties of the Company contained in Sections 2.01, 2.03 and 2.37 and subsection (e) of Section 2.08 of the Supplementary Agreement shall be true and accurate in all respects as of the date when made, and shall be true and accurate in all respects at the Effective Time.

8.05 Each Corporation shall have performed and complied with each and every covenant set forth in subsection (a) of Section 4.03 and shall have performed and complied in all material respects with each and every other covenant, agreement and condition required by this Plan or by the Supplementary Agreement to be performed or complied with by it prior to or at the Effective Time.

8.06 The Company shall have delivered to GS and Grace an instrument executed on behalf of the Company by the President of the Company, dated the day on which the Effective Time occurs, representing and warranting to GS and Grace that the conditions set forth in Sections 8.04 and 8.05 have been fulfilled and disclosing any state of facts not theretofore disclosed in the schedules to Sections 2.11 and 2.27 of the Supplementary Agreement which, if not disclosed, would result in the representations and warranties contained in such Sections not being true and accurate in all respects at the Effective Time.

8.07 The Company shall have delivered to GS and Grace an opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., counsel for the Company, dated the day on which the Effective Time occurs, in form and substance satisfactory to GS and Grace, to the effect that:

(a) The corporate existence and good standing in their jurisdictions of incorporation, the need for qualification in other jurisdictions, and the corporate power and authority of the Corporations are as represented and warranted in Sections 2.01 and 2.02 of the Supplementary Agreement.

(b) The authorized, issued and outstanding capital stock of each Corporation is as represented and warranted in Sections 2.01 and 2.03 of the Supplementary Agreement.

(c) This Plan and the merger contemplated by this Plan have been duly and validly approved by the Board of Directors of the Company, approved by the stockholders of the Company and executed and delivered by the Company; all corporate proceedings necessary to be taken by the Company and its stockholders in connection with the approval of this Plan have been duly and validly taken, and this Plan is legally binding upon the Company, and, upon filing of Articles of Merger in the form of Exhibit A attached to this Plan in accordance with the BCL, a valid and effective merger of GS into the Company shall have been effected.

(d) The Supplementary Agreement and the Pledge Agreement have been duly executed and delivered on behalf of the Company and each constitutes the Company's legally valid and binding obligation.

(e) The condition set forth in Section 8.03 has been fulfilled.

In giving such opinion, such counsel may rely as to matters involving the law of any jurisdiction, other than the Commonwealth of Massachusetts or the United States, upon opinions of local counsel satisfactory to GS or Grace. Such opinion shall also opine favorably on such other matters incident to the transactions contemplated by this Plan as GS or Grace may reasonably request.

8.08 All statutory and other legal requirements for the valid consummation of the transactions contemplated by this Plan shall have been fulfilled.

8.09 All consents, approvals and agreements of other parties or governmental bodies which are necessary to the effective consummation of the transactions contemplated by this Plan shall have been obtained.

8.10 All amendments and modifications to the outstanding loan and financing agreements and related mortgage or security agreements and arrangements of the Corporations shall have been made which are necessary in accordance with the policies of GS and Grace to permit consistency with the loan and financing agreements and arrangements of GS and Grace.

8.11 No suit, action, claim, investigation or inquiry by any administrative agency or governmental body, no suit, action or claim by any private party, and no legal or administrative proceeding, shall have been instituted or threatened, and no request for information by any administrative agency

or governmental body shall have been made, which questions or reasonably appears to portend subsequent questioning of the validity or legality of this Plan or the transactions contemplated by this Plan.

8.12 GS and Grace shall have received such legal opinions of their General Counsel or other counsel selected by them, such title insurance (or commitments therefor) and such other evidence, in form and substance satisfactory to them, as they may deem reasonably necessary to establish the fulfillment of the conditions set forth in Sections 8.01, 8.02, 8.03, 8.04, 8.05, 8.08, 8.09, 8.10 and 8.11 including, but not limited to, the fact that as of the Effective Time the interests of the Corporations in the properties referred to in Sections 2.12, 2.13 and 2.14 of the Supplementary Agreement are as represented in such Sections.

8.13 The merger contemplated by this Plan shall become effective under the BCL not later than the close of business on April 30, 1983.

8.14 The employment and non-competition agreements hereafter listed in the schedule to Section 2.38 of the Supplementary Agreement shall have been executed and delivered by the persons specified in such schedule and shall be in full force and effect and such persons shall not be in default thereunder.

8.15 All holders of outstanding options to purchase shares of Company Common Stock who are employees of the Company shall have entered into agreements with Grace, in the form heretofore agreed upon by GS, Grace and the Company, providing for either the assumption by Grace of all such options or the substitution of Grace options for such options upon the effectiveness of the merger of GS into the Company, and all holders of such outstanding options who are not employees of the Company shall have exercised such options or such options shall have been cancelled prior to the Effective Time.

#### **9. Conditions precedent to the obligations of the Company**

All obligations of the Company under this Plan are subject, at the option of the Company, to the fulfillment, prior to the earlier of the Effective Time or the time specified in this Article 9, of each of the following conditions (except that the conditions set forth in Section 8.01 may not be waived):

9.01 The conditions set forth in Sections 8.01, 8.03, 8.08, 8.09, 8.11, 8.13 and 8.15 shall have been fulfilled.

9.02 The Supplementary Agreement shall have been duly and validly executed and delivered to the Company, and the Pledge Agreement shall have been duly and validly executed and delivered to the Company and the Pledge Agent, by GS and Grace.

9.03 Each and every representation and warranty of GS and Grace under the Supplementary Agreement, other than the representations and warranties of GS and Grace contained in Section 3.04 of the Supplementary Agreement, shall be true and accurate in all respects as of the date when made, and shall be true and accurate in all respects at the Effective Time. The representations and warranties of GS and Grace contained in Section 3.04 of the Supplementary Agreement shall be true and accurate in all material respects as of the date when made, and shall be true and accurate in all material respects at the Effective Time.

9.04 GS and Grace shall, respectively, have performed and complied with each and every covenant set forth in subsection (b) of Section 4.03 and shall have performed and complied in all material respects with each and every other covenant, agreement and condition required by this Plan or by the Supplementary Agreement to be performed or complied with by them, respectively, prior to or at the Effective Time.

9.05 GS and Grace shall, respectively, have delivered to the Company instruments executed on behalf of GS and Grace, respectively, by a Vice President of GS and a Vice President of Grace, each dated the day on which the Effective Time occurs, representing and warranting to the Company that the conditions specified in Sections 9.03 and 9.04 have been fulfilled.

9.06 GS and Grace shall have delivered to the Company an opinion or opinions of their General Counsel, dated the day on which the Effective Time occurs, in form and substance satisfactory to the Company, to the effect that:

(a) The corporate existence and good standing of GS are as represented and warranted in Section 3.02 of the Supplementary Agreement.

(b) The corporate existence and good standing of Grace are as represented and warranted in Section 3.01 of the Supplementary Agreement.

(c) This Plan and the merger contemplated by this Plan have been duly and validly approved by the Boards of Directors of GS and Grace, approved by the stockholder of GS and executed and delivered by GS and Grace; all corporate proceedings necessary to be taken by GS and Grace in connection with the approval of this Plan have been duly and validly taken, and this Plan is legally binding upon GS and Grace; and, upon filing of Articles of Merger in the form of Exhibit A attached to this Plan in accordance with the BCL, a valid and effective merger of GS into the Company shall have been effected.

(d) The Supplementary Agreement and the Pledge Agreement have been duly and validly executed and delivered by GS and Grace and are, except to the extent that any release or waiver of rights provided for in subsection (b) of Section 4.04 of the Supplementary Agreement may contravene any law or public policy, legally binding on GS and Grace.

In giving such opinion, such counsel may rely as to matters of Massachusetts law upon the opinion of Massachusetts counsel satisfactory to the Company.

#### 10. Notices

10.01 All notices, requests, demands and other communications required or permitted to be given under this Plan shall be deemed to have been duly given if in writing and delivered personally or mailed first-class, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to the Company—

AMICON CORPORATION  
25 Hartwell Avenue  
Lexington, Massachusetts 02173

Attention: President

with a copy to—

Jeffrey M. Wiesen, Esq.  
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.  
One Center Plaza  
Boston, Massachusetts 02108

If to GS or Grace—

W. R. GRACE & Co.  
1114 Avenue of the Americas  
New York, New York 10036

Attention: Secretary

10.02 The Company, GS or Grace may change the address to which such communications are to be directed to it by giving written notice to the others in the manner provided in Section 10.01.

#### 11. General

11.01 The Company, GS and Grace may, by mutual consent of their respective Boards of Directors, amend, modify and supplement this Plan in any manner agreed by them in writing at any

time before or after approval thereof by the stockholders of the Company or of GS or both, provided that no such amendment, modification or supplement shall affect the rights of the stockholders of the Company in a manner which is materially adverse to such stockholders in the judgment of the Board of Directors of the Company. The Company may, pursuant to action by its Board of Directors, by an instrument in writing extend the time for, or waive the performance of, any of the obligations of GS or Grace, or waive any of the conditions to the obligations of the Company under this Plan, provided that no such waiver or extension shall affect the rights of the stockholders of the Company in a manner which is materially adverse to such stockholders in the judgment of the Board of Directors of the Company. Any officer of GS or Grace may, by an instrument in writing, waive on behalf of GS or Grace, as the case may be, any condition to the obligations of GS or Grace, as the case may be, under this Plan, or consent on behalf of GS or Grace to any departure from the terms of this Plan.

11.02 This Plan and the agreements referred to herein set forth the entire agreement and understanding of the parties in respect of the transactions contemplated hereby and supersede all prior agreements, arrangements and understandings relating to the subject matter hereof.

11.03 The article headings contained in this Plan are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Plan.

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first above written.

(CORPORATE SEAL)

GRACE AMICON MERGER CORPORATION

By /s/ CHARLES E. BROOKES  
*Vice President*

By /s/ CHARLES E. BROOKES  
*Assistant Treasurer*

ATTEST:

/s/ RICHARD D. WEISS  
*Assistant Clerk*

(CORPORATE SEAL)

AMICON CORPORATION

By /s/ NORMAN A. JACOBS  
*President*

By /s/ JAMES R. FITZGERALD, JR.  
*Treasurer*

ATTEST:

/s/ JEFFREY M. WIESEN  
*Clerk*

(CORPORATE SEAL)

W. R. GRACE & CO.

By /s/ CHARLES E. BROOKES  
*Senior Vice President*

ATTEST:

/s/ G. N. McNAIR  
*Assistant Secretary*



**B**

of

AMICON CORPORATION

into

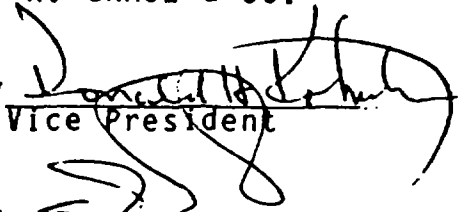
W. R. GRACE & CO.

1. The name of the surviving corporation in the merger is W. R. Grace & Co., a Connecticut corporation ("Grace").
2. The plan of merger is as set forth in the Plan and Agreement of Merger of Amicon Corporation, a Massachusetts corporation and a wholly owned subsidiary of Grace (the "Company"), into W. R. Grace & Co. dated September 11, 1985 (the "Plan of Merger"), a true and complete copy of which is attached hereto as Exhibit I and made a part hereof.
3. The Plan of Merger was adopted by the merging corporations in the following manner:
  - (a) The Plan of Merger was approved by resolutions adopted by the Board of Directors of each of the merging corporations.
  - (b) The stockholders of the Company did not vote on the Plan of Merger and such vote was not required by virtue of the provisions of Section 82 of the Massachusetts Business Corporation Law and Section 33-370 of the Connecticut Stock Corporation Act in view of the fact that the Company is a wholly owned subsidiary of Grace.
  - (c) The shareholders of Grace did not vote on the Plan of Merger and such vote was not required by virtue of the provisions of Section 33-370 of the Connecticut Stock Corporation Act because Grace, the parent corporation, is the surviving corporation and the Plan of Merger will not effect any change in the Certificate of Incorporation of Grace, and in view of the fact that the Company is a wholly owned subsidiary of Grace and the Certificate of Incorporation of Grace does not contain any provisions contrary to Section 33-370 of the Connecticut Stock Corporation Act. The manner of adoption of the Plan of Merger was the approval thereof by resolution adopted pursuant to Section 33-364 of the Connecticut Stock Corporation Act by the Board of Directors of Grace at a meeting thereof duly called, convened and held on September 5, 1985.

Dated this 11th day of September, 1985.

WE HEREBY DECLARE, under the penalties of false statement, that the statements made in the foregoing certificate, insofar as they pertain to W. R. Grace & Co., are true.

W. R. GRACE & CO.

By   
Sr. Vice President

By   
Assistant Secretary

WE HEREBY DECLARE, under the penalties of false statement, that the statements made in the foregoing certificate, insofar as they pertain to Amicon Corporation, are true.

AMICON CORPORATION

By   
Vice President

By   
Assistant Secretary  
and Assistant Clerk

C

AMICON,  
25 HARTWELL,  
LEXINGTON

5184  
MA 02:73

OF SPECIAL USE ONLY

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
Reviewed by: \_\_\_\_\_  
County: \_\_\_\_\_  
Coordinates: \_\_\_\_\_  
SIC No: \_\_\_\_\_

I. GENERAL INFORMATION

- A. Company Name Amicon Corporation  
\*Plant Address 25 Hartwell Avenue\* City Lexington  
Mailing Address Same City Same  
B. Person to contact about this form Brian C. Crowley  
Telephone 861-9600, Ext. 330 Title Treasurer  
C. Approximate number of employees 150  
D. SIC NUMBER (if known) \_\_\_\_\_  
E. Nature of business Manufacturing and sale of ultrafiltration membranes and associated equipment. Manufacturing and sale of epoxy adhesives, research and development in Polymer and colloid chemistry.  
F. Normal operating schedule  
8 Hrs/day 5 Days/wk 52 Wks/yr  
G. Seasonal and/or peak operation period  
None  
NOTE: For intermittent operations, indicate approximate frequency and duration so that emissions may be obtained.  
H. Are solvent-containing materials such as paints, cleaning fluids, adhesives, inks, etc. used in your operation? YES X NO \_\_\_\_\_

If NO, sign form and return.

If YES, complete the following sections that apply to your operations and return form as soon as possible.

- \* It will be necessary to locate your stacks and or vents on a city or town map. In order to assist us please indicate below the nearest cross streets.

Hartwell Avenue

Westview Road

Maguire Road

Signature [Signature] Date August 30, 1973

\*Two additional locations not applicable to this report:  
285 Salem Street, Woburn, and 14 DeAngelo Drive, Bedford

II. DRY CLEANING - (complete only if applicable)

A. Amount of clothes cleaned per year \_\_\_\_\_ tons.

B. Approximate number of customers per year \_\_\_\_\_.

C. Type and amount of solvent cleaner used per year.

Perchloroethylene \_\_\_\_\_ gallons/year

Stoddard solvent \_\_\_\_\_ gallons/year

140°F solvent \_\_\_\_\_ gallons/year

Other (specify) \_\_\_\_\_ gallons/year

Other (specify) \_\_\_\_\_ gallons/year

D. Supplier of solvent - Name and address

Perchloroethylene \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Stoddard solvent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

140°F solvent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other (specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other (specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Do you have control equipment? YES \_\_\_\_\_ NO \_\_\_\_\_

If YES please complete Section VII.

Signature \_\_\_\_\_ Date \_\_\_\_\_

III. DEGREASING OPERATIONS - (complete only if applicable)

A. Type and amount of solvent lost in degreasing operations.

Trichloroethylene \_\_\_\_\_ gallons/year

Trichloroethane \_\_\_\_\_ gallons/year

Perchloroethylene \_\_\_\_\_ gallons/year

Freon \_\_\_\_\_ gallons/year

Other (specify) \_\_\_\_\_ gallons/year

Other (specify) \_\_\_\_\_ gallons/year

B. Supplier of Solvent

Trichloroethylene \_\_\_\_\_

Trichloroethane \_\_\_\_\_

Perchloroethylene \_\_\_\_\_

Freon \_\_\_\_\_

Other (specify) \_\_\_\_\_

Other (specify) \_\_\_\_\_

C. Waste solvent disposal method \_\_\_\_\_

D. Do you have control equipment? YES \_\_\_\_\_ NO \_\_\_\_\_

If YES please complete Section VII.

Signature \_\_\_\_\_ Date \_\_\_\_\_

IV. SURFACE COATINGS - APPLICATION (complete only if applicable)

A. Indicate materials being coated.

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B. Type and amount of surface coatings used.

Source* Number	Method of Application	Type** of Coating	Amount Tons/Yr.	% Solids	Type*** & Amount of Solvents Emitted (Indicate if Guess)	Name and Address of Principle Suppliers
	Spraying					
	Roller					
	Dipping					
	Flow					
	Other					

\* This source should correspond to the source no. used in Section VII.

\*\* Indicate type of paint, varnish, shellac, lacquer, enamel, primer and/or other coatings applied.

\*\*\* If known - acetone, amyl acetate, MEK, butyl acetate, cellosolve, cellosolve acetate, toluene, xylene, etc.

C. Do you have control equipment? YES \_\_\_\_\_ NO \_\_\_\_\_

If YES please complete Section VII.

Signature \_\_\_\_\_ Date \_\_\_\_\_



V. SURFACE COATINGS - - MANUFACTURING (complete only if applicable)

A. Type and amount of surface coatings manufactured

	Amount (tons/year)	% Solids	Type and Amount of Solvents Used* (indicate if guess)
Paint			
Paint, water base			
Varnish Bodying Oil			
• Oleoresinous			
Alkyd			
Acrylic			
Shellac			
Lacquer			
Enamel			
Primer			
Other (specify)			
Epoxy Coatings	1 (One)	50%	MEK, Xylene, Ethanol

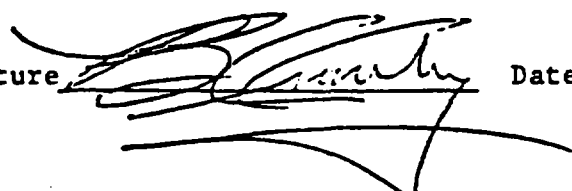
\* Acetone, amyl acetate, MEK, butyl acetate, cellosolve, cellosolve acetate, ethyl acetate, ethanol, naphtha, toluene, xylene, mineral spirits, etc.

B. Nature of process -- Please complete Section VI.

C. Do you have control equipment?

YES \_\_\_\_\_ NO X

If YES please complete Section VII.

Signature  Date August 30, 1973

VI. PROCESS INDUSTRIES EMITTING HYDROCARBONS (Chemical, Plastic, Adhesives, Paints, Inks, Printing, Surface Coating, etc.) - (complete only if applicable)

A. Nature of operations Simple mixing and packaging

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B. Process emissions

Instructions:

The small letters in each column refer to the directions provided below and should be utilized in completing this section.

- a. Assign each source of hydrocarbon emissions a number. The numbers can be arbitrary or they can be from a flow diagram.
- b. Name, in a few words, the source. For example, "Dryer", "Reactor", etc. If more than one unit is emitting hydrocarbons to a common stack, specify the number of such units.
- c. List the name of each hydrocarbon released to the atmosphere for each process.
- d. List the quantity of each hydrocarbon shown in column d. SPECIFY UNITS. For example, if 1050 gallons of toluene evaporated from a process in a year, columns c and d would read "Toluene" and "1050 gallons", respectively.
- e. If known, specify quantity of hydrocarbons emitted.
- f. Identify method used to determine emissions. For example, "Material balance", "Stack test", "guess", etc.

a	b	c	d	e	f
Source No.	Processes or Operations Releasing Hydrocarbons to Atmosphere	Estimate of Hydrocarbons Used		Quantity of Hydrocarbons Lost to Atmosphere, if Known	Basis of Estimate
		Chemical Composition	Qty. Per Year		
99	Paint Mixing Tank	Toluene	1050 gals	750 lbs/yr	Material Balance
1	Mixer	MEK, Xylene			
		Ethanol	300 gals	Less than 2%	Material Balance
	Note: Approximately 750 gallons of MEK used annually for cleanup.				

C., Do you have control equipment? YES \_\_\_\_\_ NO X

If YES please complete Section VII.

Signature  Date August 30, 1973

EXAMPLE

VII. CONTROL AND STACK INFORMATION - (complete only if applicable)

Instructions:

- A number should be assigned to each piece of equipment that emits hydrocarbons or to a number of similar units that are vented to a common stack. (For those completing Section VI, this number should correspond to the number assigned in Section VI-B-a).
- Identify the process or operation from which hydrocarbons are emitted. For example, dry cleaner, degreasing tank, spray booth, reactor, etc. If more than one unit is emitting to a common stack, specify the number of units.
- Identify the hydrocarbon control method used such as after-burners, scrubbers, carbon adsorption, condensers, etc.
- Indicate efficiency if known.
- Indicate installation date of control equipment.
- If hydrocarbons are emitted from a stack, provide height, diameter, temperature, and velocity information in appropriate columns.

a	b	c	d	e	f			
Source No.	Process or Operation	Hydrocarbon Control Equipment	Efficiency of Control Equipment	Date of Installation	Stack Data			
					Height (ft)	Inside Dia. (ft)	Temp. (oF)	Velocity (feet per second)
99	Paint Mixing Tank	Adsorber	80%	1969	20	1.5	77	20

EXAMPLE

Signature \_\_\_\_\_ Date \_\_\_\_\_

Box X 3.2.1  
Amicon Corp

AMICON

FACILITIES AND MANUFACTURING

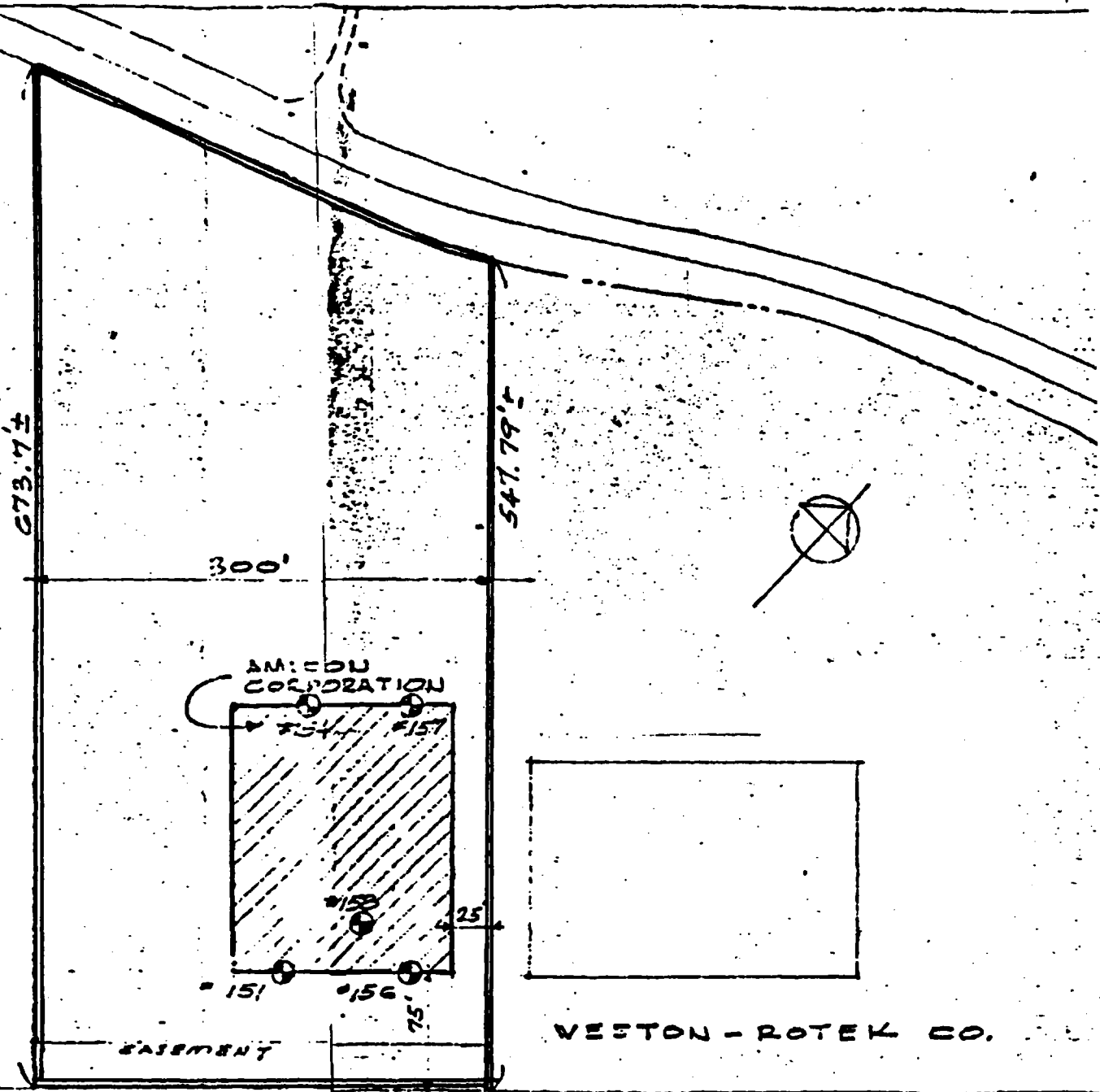
**REDACTED**

1. Corporate Headquarters and Research - Lexington, MA.

Amicon headquarters are located at 25 Hartwell Avenue in Lexington, MA, just off Highway 128. The 24,000 sq. ft. building occupies about 14% of the 4.2 acre plot on which it sits. A site plan follows.

(Headquarters Site Plan follows)

#157  
CE  
2ND 3  
AND 10  
3RD 50  
4TH 43  
5TH  
COUNTED



LOCATION PLAN 1"=100'  
BORING PLAN

The single floor, cinder block building was built to Amicon's specifications in 1967. The front portion is aesthetically facaded with brick and aluminum.

Forty-five Amicon people now work in the Lexington building; 15 in the corporate group, 10 in R&D Contract Research, and 20 connected with the Polymer Products Division in management, sales or R&D/technical services. About 3,300 sq. ft. is currently rented to Hoyt Industries whose lease ends December 31, 1982 and will not be renewed. The space will be used for Amicon's expansion. The building has been designed for R&D support work, with adequate associated utilities, services and security. The entire building is sprinklered and has adequate safety/health protection. The roof shows signs of its age (15 years) with numerous leaks evident throughout the building. The built-up two-ply, gravel roof is near the end of its useful life. Complete replacement would cost about \$75,000. Otherwise, inspection indicates the building is solid in construction and well maintained.

**REDACTED**

1. Corporate Headquarters and R&D

a. OSHA

One inspection was made in 1975 as a result of a complaint by an ex-worker regarding formaldehyde exposure. Samples showed formaldehyde levels to be within occupational standards. Six minor citations were corrected with a total fine of \$60.00. There was no reinspection due "good faith" shown by Amicon.

OSHA has not inspected Lexington since 1975.

Lexington had four minor reported accidents in 1981 and only one in 1982. This is a good record considering the R&D that is conducted in the laboratories.

b. DOH

While DOH has no regulatory powers, it makes several informal visits annually and makes recommendations to improve safety and health in the workplace. Their presence is considered helpful in OSHA compliance.

c. NRC

Lexington is inspected about every two years to check radiation badge records and inventory. Low level radioactive tracers are used in membrane R&D.



There have been no compliance problems.

d. DEQE/EPA

Lexington is classified as a small generator of hazardous wastes, including materials such as polymer resins and solvents (xylene, hexane and trichlorethane). Amicon is in compliance regarding permissible exposures, emissions, and disposal. No inspections have been made specifically in regard to this matter.

The water effluent from the facility requires only pH adjustment before handling by the local water treatment ~~distributor~~<sup>facility</sup>. This has posed no problem.

D

## PURCHASE ORDER

**amicon****AMICON CORPORATION**25 HARTWELL AVENUE  
LEXINGTON, MASSACHUSETTS 02173

TELEPHONE: (617) 861-9600

TELEX 92-3451

PURCHASE ORDER

**No. 43959**THIS NUMBER MUST APPEAR ON ALL  
PACKAGES INVOICES, CERTIFICATIONS  
AND CORRESPONDENCETO  
VENDORSilvaco Chemical Corp.  
86 Tanner St.  
Lowell, MASHIP  
TO

- ☐ 25 HARTWELL AVENUE  
LEXINGTON, MASS. 02173
- ☐ 14 DeANGELO DRIVE  
BEDFORD, MASS. 01730
- ☒ 61 Bolton Street  
Woburn, MA

PLEASE SHIP SUBJECT TO THE CONDITIONS ON THE FACE AND BACK HEREOF.

ORDER DATE <b>1/2/75</b>	REQUISITIONER <b>Abbott</b>	BUYER <b>Abbott</b>	REFERENCE NO. <b>5102</b>	GOV'T. CONTRACT NO. <b>—</b>	DATE RECEIVED <b>1/2/75</b>			
VENDOR NO.	TERMS: <b>Net</b>		F.O.B. <b>Woburn</b>	SHIP VIA <b>Truck</b>	CONFIRMING TO			
QUANTITY	DESCRIPTION			DEPT.	CHARGE	ELEM.	UNIT COST	TOTAL
1 12 drum	Solvent for reclaiming			334	0341	03	Will	Advise

**CONFIRMATION**

MASS. TAX REGISTRATION NO. 042-300-301	BILL TAX YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	EXEMPT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	RESALE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INCOMING INSPECTION	YES <input type="checkbox"/> NO <input type="checkbox"/>	CERTIFICATION REQUIRED. THAT MATERIALS COMPLY WITH APPLICABLE SPECIFICATIONS
--	---	---	---	------------------------	--	--

PURCHASING — NUMERIC FILE

0069-0165

# PURCHASE REQUISITION

**REQUISITION  
NO. 5102**

## amicon

AMICON CORPORATION • 25 HARTWELL AVENUE • LEXINGTON, MASSACHUSETTS 02173

<b>VENDOR NAME</b> <i>Silresin Chem. Corp.</i>	
<i>86 Tanner St.</i>	
<i>Towell, Mass.</i>	

SHIP TO	<input type="checkbox"/>  <input type="checkbox"/>  <input checked="" type="checkbox"/>	25 HARTWELL AVENUE LEXINGTON, MASS. 02173  14 DeANGELO DRIVE BEDFORD, MASS. 01730  <i>61 Holton St</i> <i>Woburn</i>
------------	---	---

ORDER DATE <i>1-2-75</i>	REQUISITION NO. <i>459-7342</i>	BUYER <i>Woburn</i>	PURCH. ORDER NO. <i>43959</i>	GOVT. CONTRACT NO.	DATE DEL. REQ'D. <i>ASAP</i>	REQ. DATE <i>1-2-75</i>
VENDOR NO.		TERMS <i>Net</i>	F.O.B. <i>Woburn</i>	SHIP V. <i>Towhee</i>	CONFIRMING TO:	APPROVAL <i>[Signature]</i>

ITEM	QUANTITY	DESCRIPTION	DEPT.	CHARGE	ELEM.	UNIT COST	TOTAL
1	12 drums	Solvent for reclaiming	334	0341	03		<i>Towhee</i>
3							
4							
5		<i>Confirmation</i>					
6							

MASS. TAX REGISTRATION NO. 042-300-301	BILL TAX YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	EXEMPT YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	RESALE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INCOMING INSPECTION YES <input type="checkbox"/> NO <input type="checkbox"/>	CERTIFICATION REQUIRED, THAT MATERIALS COMPLY WITH APPLICABLE SPECIFICATIONS <input type="checkbox"/>
PURCHASING			SUGGESTED SOURCE		





E

8. Corporate Warehouse - Woburn, MA

Amicon leases 4,200 sq. ft. of space in a public warehouse in Woburn from the Maggiore Development Group. The original lease was for two years, starting in May, 1979, but has been extended until May, 1983. No further time extension or purchase options are in the agreement; either renewing or finding space should pose no problem. Annual rent is \$16,000.

The warehouse is located at 17 Everberg Road, about 4 miles from PPD's plant. The space is used to store records and idle production equipment.



STANDARD FORM COMMERCIAL LEASE

RECEIVED  
PARTIES  
(fill in)  
LEGAL DEPARTMENT  
CHANDLER & CO.

Joseph J. Maggiore, Anthony M. Salemi, Frank S. Michienzi, and Joseph J. Maggiore, trustee of the A.R.M. Realty Trust, doing business as the MAGGIORE DEVELOPMENT GROUP, 185 New Boston Street, Woburn, Massachusetts

LESSOR, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to Amicon Corporation, 25 Hartwell Avenue, Lexington, Massachusetts

LESSEE, which expression shall include its successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises: approximately 4,178 square feet of space located in a multi-tenant building owned by the Lessor and located at 17 Everberg Road, Woburn, Massachusetts

2. PREMISES  
(fill in and include, if applicable, suite number, floor number, and square feet)

together with the right to use in common, with others entitled thereto, the hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

3. TERM  
(fill in)

The term of this lease shall be for two (2) years commencing on May 15, 1985 and ending on May 14, 1987

4. RENT  
(fill in)

The LESSEE shall pay to the LESSOR rent at the rate of \$21,516.70 dollars per year, payable in advance in monthly installments of eleven equal installments of \$1,793.05 and one monthly installment of \$1,793.15.

5. SECURITY DEPOSIT  
(fill in)

Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of \$1,044.50 dollars, which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this lease subject to the LESSEE's satisfactory compliance with the conditions hereof.

6. RENT ADJUSTMENT  
(fill in)

The LESSEE shall pay to the LESSOR as additional rent its pro-rata share of any increase in operating expenses, defined for the purposes of this agreement as

and increase in real estate taxes levied against the land and building, of which the leased premises are a part, over those incurred or levied during the fiscal year ending June 30, 1980. This increase shall be prorated should this lease terminate before the end of any calendar year. The LESSEE shall make payment within thirty (30) days of written notice from the LESSOR that such operating expenses, or increased taxes, are payable by the LESSOR.

7. UTILITIES  
(fill in or delete) and services

The LESSOR shall provide and LESSEE shall pay for all LESSEE's utilities, water and sewer use charges. Lessor shall provide structural insurance, structural maintenance, exterior maintenance (snow plowing and lawns) interior maintenance of plumbing, heating, and air conditioning.

8. USE OF LEASED PREMISES  
(fill in)

The LESSEE shall use the leased premises only for the purpose of warehouse and distribution of products associated with Lessee's business

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR and all other tenants all extra insurance premiums caused by the LESSEE's use of

Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises

11. **MAINTENANCE  
OF PREMISES**

The LESSEE agrees to maintain the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.
12. **ALTERATIONS-  
ADDITIONS**

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein, or the Lessor may at his option require that the lessee restore the premises to the same condition as at the inception of this lease, normal wear and tear excepted.
13. **ASSIGNMENT-  
SUBLEASING**

The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
14. **SUBORDINATION**

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.
15. **LESSOR'S  
ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. **INDEMNIFI-  
CATION AND  
LIABILITY  
(fill in)**

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be Lessor's responsibility.
17. **LESSEE'S  
LIABILITY  
INSURANCE  
(fill in)**

The LESSEE shall maintain with respect to the leased premises and the property, of which the leased premises are a part, comprehensive public liability insurance in the amount of \$500,000/1,000,000 with property damage insurance in limits of \$100,000 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
18. **FIRE,  
CASUALTY-  
EMINENT  
DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

  - (a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
  - (b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

**In the event**

- then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of six (6) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or, if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent and notices shall be paid and sent to the LESSOR at/c/o Begley Management Corp., 185 New Boston Street, Woburn, Massachusetts 01801

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

It is also understood and agreed that

**OPTION TO RENEW:** The Lessor hereby grants to Lessee an option to renew for an additional two (2) years upon the same terms and conditions as herein contained, except that the annual rental therefore, shall be negotiated between the Lessor and Lessee, and in the event that they are unable to agree, the rent shall be arbitrated in accordance with the rules of the American Arbitration Association.

Notice of the exercise of the option shall be delivered or sent by Lessee (or its representative) by registered mail or certified mail addressed to the Lessor not later than 90 days prior to the expiration date of this lease.

IN WITNESS WHEREOF, the LESSOR and LESSEE have hereunto set their hands and common  
seals this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Frank S. Michienzi

Anthony M. Salemi

**LESSOR** Joseph J. Maggiore

LESSOR Amicon Corporation

Joseph J. Maggiore, trustee for A.R.M. Realty Trust